

**DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES**

**EMPLOYMENT AGREEMENT**

**(For Use by Grantees Participating in the Self-Administered Model)**

**PARTIES:** This Employment Agreement is between \_\_\_\_\_ ( "EMPLOYER")  
(*Name of Person/Person's Representative*)  
AND ("EMPLOYEE")

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SSN #: \_\_\_\_\_

EMPLOYEE has been retained to provide services to EMPLOYER. Identified below are the service(s) that EMPLOYEE may be authorized and certified to provide at the direction of EMPLOYER. Also listed below are the current rates of payment for authorized services.

Respite care (RP1) \$ \_\_\_\_\_ per ¼ hour

OR, when appropriate \$ \_\_\_\_\_ daily

Family Assistance and Support (FS1) \$ \_\_\_\_\_ per ¼ hour

Supported Living (SLA) \$ \_\_\_\_\_ per ¼ hour

Chore Services (CH1) \$ \_\_\_\_\_ per ¼ hour

Transportation (FTP) \$ \_\_\_\_\_ per mile

**As a condition of providing services under this Agreement, EMPLOYEE represents and/or agrees:**

1. That EMPLOYEE is certified to provide limited services to EMPLOYER. (As per Application for Certification)
2. **EMPLOYEE SHALL BE EMPLOYED AT-WILL BY EMPLOYER. EMPLOYMENT-AT-WILL MEANS THAT EMPLOYEE MAY QUIT AT ANY TIME FOR ANY OR NO REASON, JUST AS EMPLOYER MAY DISCHARGE EMPLOYEE AT ANY TIME FOR ANY OR NO REASON. THIS AT-WILL STATUS MAY NOT BE ALTERED ON BEHALF OF EMPLOYER BY ANY ORAL STATEMENT OR PROMISE BY ANYONE.**

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3. EMPLOYEE shall comply with all policies, procedures, and directives of EMPLOYER, Division of Services for People with Disabilities (Division) and Department of Human Services. EMPLOYEE acknowledges and agrees that EMPLOYER reserves the right to change its policies and procedures at any time for any reason without prior notice. If an order by the Legislature or the Governor, or a federal or state law reduces the amount of funding to the DIVISION, or if the Executive Director of DHS reduces the funds available to the DIVISION, this may change the terms of employment (including rate of compensation). Any additional hours of service EMPLOYEE is asked to provide, outside this Agreement, are rendered under EMPLOYER's personal authority, accountability, and full liability.
4. That EMPLOYEE fully disclosed any convictions from a criminal offense other than a traffic violation. EMPLOYER accepts full responsibility of receiving services from someone who has a prior conviction.
5. That EMPLOYEE is sixteen (16) years of age or older. (EMPLOYEES under the age of eighteen (18) must have a parent co-sign this Agreement).
6. Valid Drivers License? 

|   |    |
|---|----|
| Yes   | No |
| Employees without a valid Drivers license may not transport individuals in connection with their employment responsibilities. |    |
7. That EMPLOYEE will sign and submit, to the EMPLOYER on a regular basis, accurate timesheets of all services rendered including the type of service rendered, the date, and the number of service hours delivered (to the nearest ¼ hour when paid per ¼ hour). Services will be defined as "rendered" when the signed timesheet is corroborated by EMPLOYER and submitted to the Fiscal Agent. No payment for services will be made that do not meet this definition.
8. That the funds used to pay EMPLOYEE for services rendered under this Agreement are public funds and that the submission of false information on timesheets may subject EMPLOYEE to criminal action, in addition to administrative sanctions and/or liability for repayment of any funds received.
9. Except as may be prohibited by law, EMPLOYEE must promptly repay any overpayment to EMPLOYEE, regardless of fault.
10. That Worker's Compensation insurance IS / IS NOT (**employer must circle one**) provided, under this agreement.
11. That the services EMPLOYEE will be providing ARE/ARE NOT Medicaid reimbursable services.

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**When employed to provide care or services for which Medicaid reimbursement will be claimed, EMPLOYEE must:**

- a) **Be aware of and comply with all appropriate and applicable Medicaid policies and procedures and state and federal rules and regulations in effect when services are rendered;**
- b) **Provide care and services as authorized by the assigned Support Coordinator in accordance with all applicable Medicaid regulations and policies;**
- c) **Utilize a Medicaid Personal Services Agent to submit claims for services in accordance with the Medicaid policy in effect at the time of service;**
- d) **Not bill the employer or otherwise attempt to collect payment for services except as specifically permitted by Medicaid policy and to accept payment or claims adjudication from the Department of Health, as the State Medicaid Agency, as payment in full for services rendered;**
- e) **Accept the status of independent contractor to the State Medicaid Agency without authorization, express or implied, to bind the Department of Health or the State of Utah to any agreement, settlement, liability or understanding whatsoever;**
- f) **Indemnify and hold harmless the Department of Health for any claims arising out of work performed by employee under authority of this agreement;**
- g) **Not disclose information concerning the care or services given to the Medicaid recipient or other Medicaid recipients except as specifically allowed by state and federal laws and regulations.**

I acknowledge that the Utah Department of Human Services, Division of Services for People with Disabilities does not require EMPLOYER to provide any insurance coverage to compensate me if I am injured during the course of this employment. I also acknowledge that the Division (the State agency authorizing Medicaid services) is not responsible for the actions of EMPLOYER and will claim governmental immunity for any harm or damages that I may incur during the course of my employment pursuant to this Agreement.

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**By my signature, I certify that I have read and agree to be bound by the terms of this Agreement. I acknowledge that my failure to abide by this Agreement may result in the loss of employment with EMPLOYER. I further acknowledge either party, with or without cause, may terminate this Agreement at any time.**

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S PARENT OR GUARDIAN  
*(Required if EMPLOYEE is under age 18)*

\_\_\_\_\_  
DATE